

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 21, 2007 [X] Consent [ ] Regular [ ] Workshop [ ] Public Hearing

Submitted By: County Administration Submitted For: Office of Community Revitalization

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) an Agreement with We Help Community Development Corporation in an amount not-to-exceed Two Thousand Dollars (\$2,000) to install a neighborhood identification sign; B) an Agreement with NOAH Development Corporation in an amount not-to-exceed Five Thousand Dollars (\$5,000) to install Electric Doors at Glades Pioneer Terrace; C) an Agreement with Housing Partnership, Inc. in an amount not-to-exceed Three Thousand Dollars (\$3,000) to install floral landscaping and benches on 10th Street in the City of Pahokee; D) an Agreement with Ilene Long, an individual representing Old Trail Community Group, in an amount not-to-exceed Two Thousand Five Hundred Dollars (\$2,500) to install Neighborhood Street Sign Toppers; E) an Agreement with Thomas McKissack, an individual representing Townhouse Court Estates Neighborhood, in an amount not-to-exceed Four Thousand Dollars (\$4,000) to purchase uniformed address numbers and trash cans for the community; and F) an Agreement with Homes At Lawrence Homeowners Association, Inc. in an amount not-to-exceed Five Thousand Dollars (\$5,000) to purchase and install picnic tables, barbeque grills, and landscaping at the Homes At Lawrence Community Park to create a community picnic area.

Summary: The Resident Education to Action Program (REAP) is a six (6) week session which provides organizational and technical support to residents and neighborhood organizations that are seeking to improve the quality of life within their communities. On October 17, 2006 the Board of County Commissioners (BCC) authorized the allocation of \$60,000 by the Office of Community Revitalization (OCR) for Fiscal Year 2006-2007 for the implementation of the REAP. The Agreements being submitted represent the top REAP projects selected by the OCR Manager to receive grant funding for implementation of their community action plans. Countywide (AH)

Background and Justification: On September 13, 2005, the BCC authorized the OCR to make eligible for REAP grant funding all participating neighborhoods from both unincorporated Palm Beach County and selected neighborhoods within municipal boundaries. This fiscal year, the OCR implemented two six-week REAP sessions. One six week REAP session was conducted in the Glades/Lake Region from January 25th through March 1, 2007, and the other six week REAP session was held in central Palm Beach County from March 13th through April 17, 2007. The Agreements being submitted represent the six (6) REAP Grant Application Projects selected by the OCR Manager to receive grant funding for implementation of their community action plan developed during the six (6) week REAP session. While this will be the fourth year the REAP program will be implemented, this will be the second time OCR seeks to financially assist the participating neighborhoods. A total of Twenty-One Thousand Five Hundred Dollars (\$21,500) will be awarded in REAP grant funding if the grant agreements are approved by the BCC.

Attachments:

1. Grant Agreements

Recommended By: [Signature] Department Manager Date: 8/1/07
Approved By: [Signature] Deputy County Administrator Date: 8/4/07

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>Capital Expenditures</u>	<u>21,500</u>	_____	_____	_____	_____
<u>Operating Costs</u>	_____	_____	_____	_____	_____
<u>External Revenues</u>	_____	_____	_____	_____	_____
<u>Program Income</u>	_____	_____	_____	_____	_____
<u>In-Kind Match County</u>	_____	_____	_____	_____	_____
<u>NET FISCAL IMPACT</u>	<u>21,500</u>	_____	_____	_____	_____
<u># ADDITIONAL FTE POSITIONS</u>	_____	_____	_____	_____	_____

Budget Account No.: Fund 3900 Dept 366 Unit X089 Object 8201

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** The projects will be funded by (REAP) Resident Education to Action Program. The Fiscal Impact will be a reduction of \$21,500 to the REAP account.

**C. Department Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*mm*  
*[Signature]* 7/30/07 OFMB 7/30/07

*[Signature]* 7/30/07  
 Contract Development and Control

**B. Legal Sufficiency:**

*[Signature]* 8/2/07  
 Assistant County Attorney

*These contracts comply with our union requirements.*

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND WE HELP COMMUNITY DEVELOPMENT CORPORATION FOR FUNDING OF THE ABIDJAN ESTATES: A NEW BEGINNING FOR THE GLADES NEIGHBORHOOD IDENTIFICATION SIGN PROJECT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and We Help Community Development Corporation a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE".

**WITNESSETH:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on January 25, 2007 to March 8, 2007; and

**WHEREAS**, the REAP provided organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, during the six (6) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of the purchase and installation of a community sign, the "Abidjan Estate: A New Beginning for the Glades Project"; and

**WHEREAS**, County has selected AWARDEE's Abidjan Estate: A New Beginning for the Glades Project to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Two Thousand Dollars (\$2,000) to help offset expenses toward AWARDEE's implementation of its Abidjan Estate: A New Beginning for the Glades Project; and

**WHEREAS**, implementation of AWARDEE's Abidjan Estate: A New Beginning for the Glades Project serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed Two Thousand Dollars (\$2,000) to AWARDEE for reimbursement of costs related to the purchase and installation of a community sign, the Abidjan Estate: A New beginning for the Glades Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. AWARDDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit A. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the County.
3. County will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:
  - a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and
  - b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.
4. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
5. AWARDDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.
6. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.
7. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.
8. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the County shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any County funds already collected by AWARDDEE under this Agreement for the Project.
9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. AWARDEE shall complete the Project within six (6) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before seven (7) months of execution of this Agreement by the parties hereto.

11. In the event AWARDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by AWARDEE. County shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by County's determination.

12. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

13. AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that AWARDEE is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

16. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability unless granted in writing by County's Risk Management Department. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County

Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

17. AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

18. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

19. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

20. The County and AWARDEE may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

21. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

22. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AWARDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

23. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

24. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**As to the County:**

Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Manager  
2300 Jog Road  
West Palm Beach, Florida 33406

**As to AWARDEE:**

We Help Community Development Corporation  
Dr. Dorothy M. Walker, Executive Director  
349 SE Third Street  
Belle Glade, FL 33430

25. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

**IN WITNESS WHEREOF**, the undersigned parties have signed this Agreement on the date first above written.

**ATTEST:**

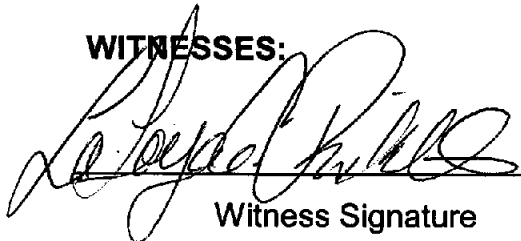
**SHARON R. BOCK, Clerk &  
Comptroller**

By: \_\_\_\_\_  
Deputy Clerk

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

By \_\_\_\_\_  
Addie L. Greene, Chairperson

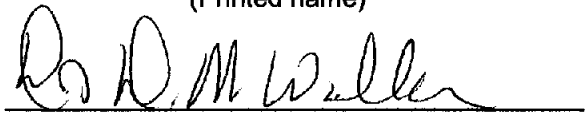
**WITNESSES:**

  
Witness Signature

**WE HELP COMMUNITY DEVELOPMENT  
CORPORATION**

By: Dr. Dorothy M. Walker  
Dr. Dorothy M. Walker, Executive Director  
(Printed name)

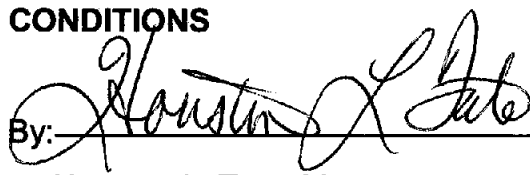
  
Witness Signature

  
Dr. Dorothy M. Walker, Executive Director  
(Signature)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Anne Helgert  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

  
Houston L. Tate, Manager  
Office of Community Revitalization



**EXHIBIT "A"**

**Palm Beach County  
Office of Community Revitalization  
Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Program"**

**SCOPE OF WORK**

**Applicant Name:**

We Help Community Development Corporation

**Project Title:**

Abidjan Estates: A New Beginning for the Glades

**Area Location:**

Project will be located on SW Avenue J, in the City of Belle Glade

**Project Description:**

The *Abidjan Estates: A New Beginning for the Glades* project entails the purchase and installation of a community sign. This project will benefit the neighborhood in that it will display a beautiful sign in showing residents the future home of Abidjan Estates a community based affordable housing initiative and the largest planned unit development located in the Glades. This project is a long awaited task for this community, which hopes to enhance and bring "beautification" to the entrance of their neighborhood.

- **County funds requested:** \$ 2,000.00
- **Applicant's cash match:** \$ 0
- **Total Applicant's contribution:** \$ 1,580.00
- **Total Project Cost:** \$ 3,507.00





**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION  
RESIDENT EDUCATION TO ACTION PROGRAM (REAP)  
REQUEST FOR PAYMENT FORM**

Date \_\_\_\_\_

Project Name \_\_\_\_\_

Project Coordinator \_\_\_\_\_

Address \_\_\_\_\_

Reason for request \_\_\_\_\_

Amount being requested \$ \_\_\_\_\_

**Recipient of disbursed funds:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Attach **original** receipt(s) and/or invoice(s)

Deliver / Mail to:

LaToya Ricketts  
Palm Beach County Administration  
Office of Community Revitalization  
2300 North Jog Road  
West Palm Beach, FL 33411

For financial information regarding your Resident Education to Action Program (REAP) Grant project, please call Vicki White at 233-5026.

**RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the "Abidjan Estates: A New Beginning for the Glades" project presented by We Help Community Development Corporation to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

If under age 18:

Name of parent/legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/legal guardian: \_\_\_\_\_

**Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Project"**

**RISK MANAGEMENT  
INSURANCE VERIFICATION FORM**

Please review the attached Applications (s) and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

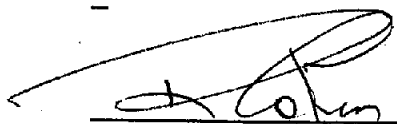
**Applicant:** We Help Community Development Corporation

**Insurance Needed:** Yes  No

**Comments:**

Risk Management is not waiving the "insurance requirement" for We Help Community Development Corporation. The "Abidjan Estates: A New Beginning for the Glades" project presented by the We Help Community Development Corporation entails the purchase and installation of a community sign. This project will benefit the neighborhood in that it will display a beautiful sign in showing residents the future home of Abidjan Estates a community based affordable housing initiative and the largest planned unit development located in the Glades. This project is a long awaited task for this community, which hopes to enhance and bring "beautification" to the entrance of their neighborhood.

PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
CASUALTY INSURANCE SECTION  
160 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33406

  
\_\_\_\_\_  
Signature of Reviewer

R. Cohen

MGR  
\_\_\_\_\_  
Title of Reviewer

6/26/07

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID VJ WEHEL02	DATE (MM/DD/YYYY) 07/12/07
<b>PRODUCER</b> Gateway Insurance Agency Fort Lauderdale Branch 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311 Phone: 954-735-5500 Fax: 954-735-2852		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> We Help Community Development Corporation Dr. Dorothy Walker P.O. Box 1786 Belle Glade FL 33430		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>General Star Indemnity Co.</b>	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	


**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DED BI/PD 500 GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	IMA781335	12/28/06	12/28/07	EACH OCCURRENCE	\$ 1000000
	COVERAGE TO RENTED PREMISES (EA occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.				\$ 50000 \$ 5000 \$ 1000000 \$ 2000000 \$ 1000000 1000000	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	<b>CARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	\$ \$ \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*10 days notice for non-payment of premium. Certificate Holder is listed as Additional Insured with respects to General Liability only.

<b>CERTIFICATE HOLDER</b>  PALBEC6  Palm Beach County Board of County Commissioners c/o OCR OCR 230 Jog Road West Palm Beach FL 33411	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**AGREEMENT BETWEEN PALM BEACH COUNTY AND NOAH DEVELOPMENT CORPORATION FOR FUNDING OF THE INSTALLATION OF ELECTRIC DOORS PROJECT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and NOAH Development Corporation a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", and whose Federal Tax I.D. # is 59-2570434.

**WITNESSETH:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on January 25, 2007 to March 8, 2007; and

**WHEREAS**, the REAP provided organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, during the six (6) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of the installation of electric doors for Glades Pioneer Terrace, at the Senior Citizen Apartment Complex, the "Electric Doors Project"; and

**WHEREAS**, County has selected AWARDEE's Electric Doors Project to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000) to help offset expenses toward AWARDEE's implementation of its Electric Doors Project; and

**WHEREAS**, implementation of AWARDEE's Electric Doors Project serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000) to AWARDEE for reimbursement of costs related to the installation of electric doors for Glades Pioneer Terrace, at the Senior Citizen Apartment Complex, the "Electric Doors Project" as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit A. AWARDEE shall abide by any written instructions or conditions placed on the Project by the County.

3. County will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form, which is attached hereto and incorporated herein as Exhibit "B", which are required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

4. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

5. AWARDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.

6. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.

7. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.

8. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. AWARDEE shall complete the Project within six (6) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before seven (7) months of execution of this Agreement by the parties hereto.

11. In the event AWARDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by AWARDEE. County shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by County's determination.

12. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

13. AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that AWARDEE is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

16. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability unless granted in writing by County's Risk Management Department. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured Designated Person or Organization endorsement to

Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

17. AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

18. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

19. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

20. The County and AWARDEE may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

21. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

22. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AWARDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

23. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

24. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:



**As to the County:**

Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Manager  
2300 Jog Road  
West Palm Beach, Florida 33406

**As to AWARDEE:**

NOAH Development Corporation  
Thomas A. Roberts II  
601 Covenant Drive  
Belle Glade, FL 33430

25. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

**IN WITNESS WHEREOF**, the undersigned parties have signed this Agreement on the date first above written.

**ATTEST:**

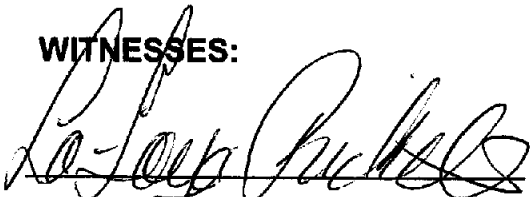
**SHARON R. BOCK, Clerk & Comptroller**

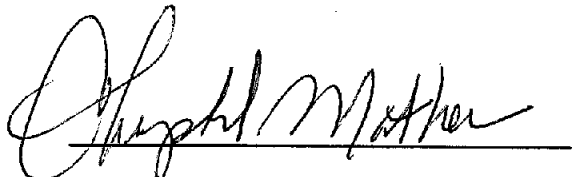
By: \_\_\_\_\_  
Deputy Clerk

**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By \_\_\_\_\_  
Addie L. Greene, Chairperson

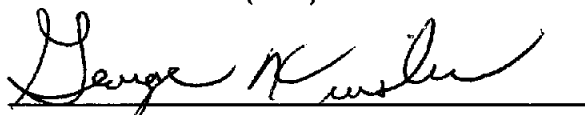
**WITNESSES:**

  
Witness Signature

  
Witness Signature

**NOAH DEVELOPMENT CORPORATION**

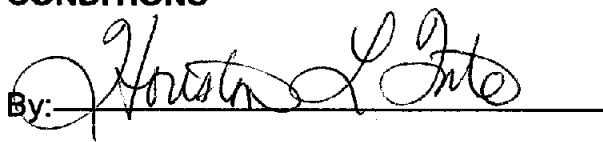
By: George Kinsler  
George Kinsler, Housing Director  
(Print)

  
George Kinsler, Housing Director  
(Signature)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: Anne Kelegand  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By:   
Houston L. Tate, Manager  
Office of Community Revitalization



**Exhibit A**

**Palm Beach County  
Office of Community Revitalization  
Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Program"**

**SCOPE OF WORK**

**Applicant Name:**

NOAH Development Corporation-Glades Pioneer Terrace

**Project Title:**

Electric Doors Project

**Area Location:**

Project will be located 200 Dorothy G. Wilford Circle, in the City of Belle Glade

**Project Description:**

The project entails the purchase and installation of Electric Doors for Glades Pioneer Terrace, a Senior Citizen Apartment Complex. Residents of the Glades Pioneer Terrace Resident Association are in need of self-opening doors in order to enhance the physical mobility of many residents. This project will also improve the overall development of the senior living facility.

- |  |                     |
|--|---------------------|
| • <b>County funds requested:</b>         | <b>\$ 5,000.00</b>  |
| • <b>Applicant's cash match:</b>         | <b>\$ 12,196.00</b> |
| • <b>Total Applicant's contribution:</b> | <b>\$ 12,596.00</b> |
| • <b>Total Project Cost:</b>             | <b>\$ 17,996.00</b> |



**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION  
RESIDENT EDUCATION TO ACTION PROGRAM (REAP)  
REQUEST FOR PAYMENT FORM**

Date \_\_\_\_\_

Project Name \_\_\_\_\_

Project Coordinator \_\_\_\_\_

Address \_\_\_\_\_

Reason for request \_\_\_\_\_

**Amount being requested \$** \_\_\_\_\_

**Recipient of disbursed funds:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Attach **original** receipt(s) and/or invoice(s)

Deliver / Mail to:

LaToya Ricketts  
Palm Beach County Administration  
Office of Community Revitalization  
2300 North Jog Road  
West Palm Beach, FL 33411

For financial information regarding your Resident Education to Action Program (REAP) Grant project, please call Vicki White at 233-5026.

**RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the "Electric Doors Project" project presented by NOAH Development Corporation-Glades Pioneer Terrace to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
  
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

If under age 18:

Name of parent/legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/legal guardian: \_\_\_\_\_

**Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Project"**

**RISK MANAGEMENT  
INSURANCE VERIFICATION FORM**

Please review the attached Applications (s) and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

Applicant: Glades Pioneer Terrace

Insurance Needed: Yes  No

**Comments:**

Risk Management is not waiving the "insurance requirement" for Glades Pioneer Terrace. The project entails the purchase and installation of Electric Doors for Glades Pioneer Terrace, a Senior Citizen Apartment Complex. Residents of the Glades Pioneer Terrace Resident Association are in need of self-opening doors in order to enhance the physical mobility of many residents. This project will also improve the overall development of the senior living facility.

  
\_\_\_\_\_  
Signature of Reviewer

D. Cohen  
\_\_\_\_\_  
Print Name

Dgr PALM BEACH COUNTY  
Title of Reviewer RISK MANAGEMENT DEPARTMENT  
CASUALTY INSURANCE SECTION  
160 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33406  
6/26/07  
Date

Client#: 81245

NOAHDEVE

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 07/02/07
PRODUCER Kornreich/NIA 1400 Centrepark Boulevard Suite 600 West Palm Beach, FL 33401	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED NOAH Development Corp. 601 Covenant Drive Belle Glade, FL 33430	INSURERS AFFORDING COVERAGE INSURER A: <b>Scottsdale Insurance Company</b> INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # <b>41297</b>

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> B/PPD Ded: 2,500  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1051652	07/01/07	07/01/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	1051673	07/01/07	07/01/08	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**\*\*10 Days Cancellation for Non-Payment of Premium\*\***

Certificate holder is added as an additional insured, but only to the extent provided by the actual policy language of the General Liability policy. Most policies only provide (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  Palm Beach Board of County Commissioners c/o OCR Manager OCR 2300 N. Jog Rd. West Palm Beach, FL 33411	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**DESCRIPTIONS (Continued from Page 1)**

coverage by written contract, agreement, or permit and only with respect to work performed by or on behalf of the named insured. This certificate does not modify the referenced policy(ies).

Additional insured coverage may require the existence of a written contract and the coverage of this policy may be excess to other insurance. Reference should be made to actual policy language to determine whether or not any potential claim may be covered.



**AGREEMENT BETWEEN PALM BEACH COUNTY AND HOUSING PARTNERSHIP,  
INC. FOR FUNDING OF THE "A PLACE TO DREAM" PROJECT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Housing Partnership, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", and whose Federal Tax I.D. # is 59-2704597.

**WITNESSETH:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on January 25, 2007 to March 8, 2007; and

**WHEREAS**, the REAP provided organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, during the six (6) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of floral landscaping and benches on 10<sup>th</sup> Street, in the City of Pahokee, the "A Place to Dream Project"; and

**WHEREAS**, County has selected AWARDEE's A Place to Dream Project to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Three Thousand Dollars (\$3,000) to help offset expenses toward AWARDEE's implementation of its A Place to Dream Project; and

**WHEREAS**, implementation of AWARDEE's A Place to Dream Project serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed Three Thousand Dollars (\$3,000) to AWARDEE for reimbursement of costs related to floral landscaping and benches on 10<sup>th</sup> Street, in the City of Pahokee, the A Place to Dream Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit A. AWARDEE shall abide by any written instructions or conditions placed on the Project by the County.

3. County will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

4. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

5. AWARDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.

6. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.

7. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.

8. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

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Houston L. Tate, OCR Manager  
2300 Jog Road  
West Palm Beach, Florida 33406

**As to AWARDEE:**

Housing Partnership, Inc.  
Patrick McNamara, President & CEO  
560 East Main Place  
Pahokee, FL 33476

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**ATTEST:**

**SHARON R. BOCK, Clerk & Comptroller**

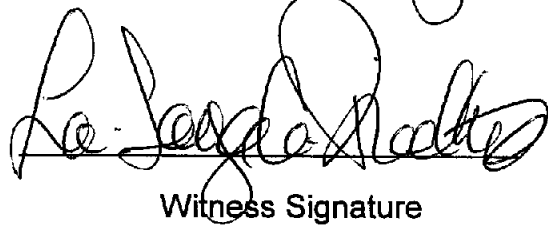
By: \_\_\_\_\_  
Deputy Clerk

**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

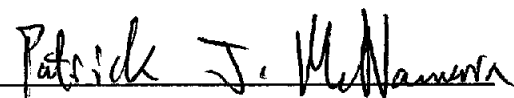
By \_\_\_\_\_  
Addie L. Greene, Chairperson

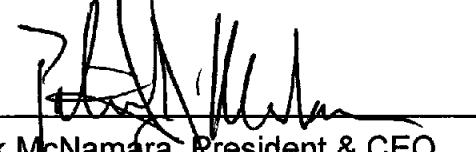
**WITNESSES:**

  
Witness Signature

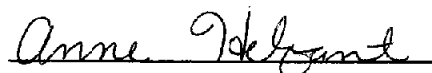
  
Witness Signature

**HOUSING PARTNERSHIP, INC.**

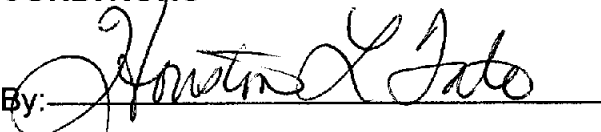
By:   
Patrick McNamara, President & CEO  
(Printed name)

  
Patrick McNamara, President & CEO  
(Signature)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By:   
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By:   
Houston L. Tate, Manager  
Office of Community Revitalization



**EXHIBIT "A"**

**Palm Beach County  
Office of Community Revitalization  
Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Program"**

**SCOPE OF WORK**

**Applicant Name:**

Housing Partnership: Pahokee Beacon Center

**Project Title:**

"A Place to Dream"

**Area Location:**

Project will be located on 10<sup>th</sup> Street, in the City of Pahokee

**Project Description:**

"A Place to Dream" is a community garden project presented by the Pahokee Beacon Center. The purpose of this project is to provide floral landscaping and place benches that will promote beautification and bring "community cohesion" to the neighborhood. Parents and their kids can gather together as a family to play or enjoy the scenery. The community garden will provide the community a sense of pride, scenery, and wealth.

- **County funds requested:** \$ 3,000.00
- **Applicant's cash match:** \$ 130.00
- **Total Applicant's contribution:** \$ 3,130.00
- **Total Project Cost:** \$ 9,000.00



Exhibit B

**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION  
RESIDENT EDUCATION TO ACTION PROGRAM (REAP)  
REQUEST FOR PAYMENT FORM**

Date \_\_\_\_\_

Project Name \_\_\_\_\_

Project Coordinator \_\_\_\_\_

Address \_\_\_\_\_

Reason for request \_\_\_\_\_

**Amount being requested \$** \_\_\_\_\_

**Recipient of disbursed funds:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Attach **original** receipt(s) and/or invoice(s)

Deliver / Mail to:

LaToya Ricketts  
Palm Beach County Administration  
Office of Community Revitalization  
2300 North Jog Road  
West Palm Beach, FL 33411

For financial information regarding your Resident Education to Action Program (REAP) Grant project, please call Vicki White at 233-5026.

**RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the "A Place to Dream" project presented by Housing Partnership: Pahokee Beacon Center to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
  
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

If under age 18:  
Name of parent/legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/legal guardian: \_\_\_\_\_



**Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Project"**

**RISK MANAGEMENT  
INSURANCE VERIFICATION FORM**

Please review the attached Applications (s) and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

**Applicant:** Pahokee Beacon Center

**Insurance Needed:** Yes  No

**Comments:**

Risk Management is not waiving the "insurance requirement" for Pahokee Beacon Center. "A Place to Dream" is a community garden project presented by the Pahokee Beacon Center. The purpose of this project is to provide floral landscaping and place benches that will promote beautification and bring "community cohesion" to the neighborhood. Parents and their kids can gather together as a family to play or enjoy the scenery. The community garden will provide the community a sense of pride, scenery, and wealth.

  
\_\_\_\_\_  
**Signature of Reviewer**

Dick Cohen  
\_\_\_\_\_  
**Print Name**

mqr  
**Title of Reviewer** PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
GENERAL LIABILITY INSURANCE SECTION  
180 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33406  
6/26/07  
**Date**

HOUSPAR-01 AUBE

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 7/9/2007

PRODUCER (561) 655-5500  
 Wells Fargo Insurance Services Southeast, Inc.  
 601 South Flagler Drive, Suite 600  
 West Palm Beach, FL 33401-5914

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Housing Partnership Inc's Pahokee Beacon Center  
 2001 W Blue Heron Blvd  
 Riviera Beach, FL 33404


INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western World Insurance Company	
INSURER B: Old Dominion Insurance Company	
INSURER C: Ameritrust Ins Corp	
INSURER D: National Liability & Fire	
INSURER E:	

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

VER ADDL TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab - Claims Made GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NPP1045042	11/1/2006	11/1/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Professional Liability \$ 1,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	B1G33239	10/1/2006	10/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 0244498	6/10/2007	6/10/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D		Business Auto	74APN427193	10/1/2006	10/1/2007	Scheduled Vehicles \$1,000,000
D		Business Auto	74APN427193	10/1/2006	10/1/2007	Comp & Coll Deductible \$2,500/\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Note: Palm Beach County Board of County Commissioners is included as an Additional Insured ATIMA.

**CERTIFICATE HOLDER**  
 Palm Beach County Board of County Commissioners  
 c/o OCR Manager  
 OCR2300 N. Jog Road  
 West Palm Beach, FL 33411-

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  


### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Internal Revenue Service

Department of the Treasury

District  
Director

Delaware-Maryland District 31 Hopkins Plaza, Baltimore, MD 21201

P.O. Box 13163  
Baltimore, MD 21203

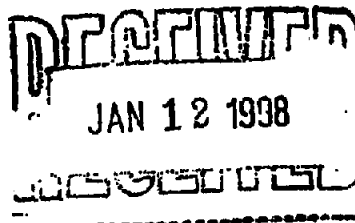
January 8, 1998

Employer Identification Number:  
59-2704597

Housing Partnership, Inc.  
319 Clematis Street  
Suite 409  
West Palm Beach, FL 33401-4618

Person to Contact:  
EP/EO Tax Examiner

Telephone Number:  
(410) 962-6058



Dear Sir/Madam:

This is in response to your inquiry requesting a copy of the letter which granted tax exempt status to the above named organization.

Our records show that the organization was granted exemption from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) effective May 1987. We have also determined that the organization is not a private foundation because it is described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you under section 170 of the Code.

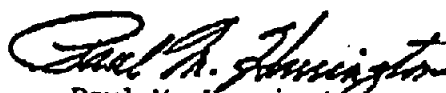
As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

You are required to file Form 990, Return of Organization Exempt From Income Tax, only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

A copy of our letter certifying the status of the organization is not available, however, this letter may be used to verify your tax-exempt status.

Because this letter could help resolve any questions about your exempt status, it should be kept in your permanent records.

Sincerely yours,

  
Paul M. Harrington  
District Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND ILENE LONG, AN  
INDIVIDUAL REPRESENTING OLD TRAIL COMMUNITY GROUP FOR FUNDING OF  
THE STREET SIGN TOPPERS PROJECT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Ilene Long, an individual representing Old Trail Community Group, hereinafter referred to as "AWARDEE".

**WITNESSETH:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on March 13, 2007 to April 17, 2007; and

**WHEREAS**, the REAP provided organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, during the six (6) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of the "Street Sign Toppers Project"; and

**WHEREAS**, County has selected AWARDEE's Street Sign Toppers Project to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to help offset expenses toward AWARDEE's implementation of its Street Sign Toppers Project; and

**WHEREAS**, implementation of AWARDEE's Street Sign Toppers Project serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) to AWARDEE for reimbursement of costs related to the "Street Sign Toppers Project" as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit A. AWARDEE shall abide by any written instructions or conditions placed on the Project by the County.

3. County will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

4. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

5. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.

6. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.

7. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

8. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 7 above.

9. AWARDEE shall complete the Project within six (6) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before seven (7) months of execution of this Agreement by the parties hereto.

10. In the event AWARDEE ceases to exist, or ceases or suspends the Project for

any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by AWARDEE. County shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by County's determination.

11. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

12. AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

14. It is understood and agreed that AWARDEE is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

15. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

16. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

17. The County and AWARDDEE may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

18. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

20. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**As to the County:**

Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Manager  
2300 Jog Road  
West Palm Beach, Florida 33406

**As to AWARDDEE:**

Old Trail Community Group  
Ilene Long  
4664 Alberta Avenue  
West Palm Beach, FL 33417

22. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

**IN WITNESS WHEREOF**, the undersigned parties have signed this Agreement on the date first above written.



**ATTEST:**

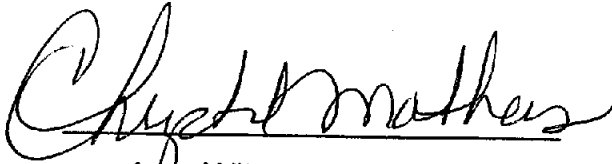
**SHARON R. BOCK, Clerk &  
Comptroller**

By: \_\_\_\_\_  
Deputy Clerk

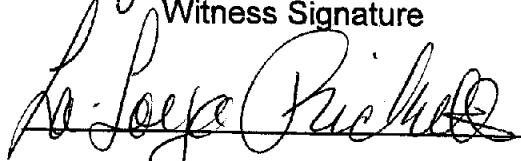
**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

By \_\_\_\_\_  
Addie L. Greene, Chairperson

**WITNESSES:**



Witness Signature



Witness Signature

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Anne Delzant  
County Attorney

**AWARDEE**

By: Ilene Long  
Ilene Long (printed name)

  
Ilene Long (Signature)

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: Houston L. Tate  
Houston L. Tate, Manager  
Office of Community Revitalization



## EXHIBIT "A"

**Palm Beach County  
Office of Community Revitalization  
Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Program"**

### SCOPE OF WORK

**Applicant Name:**

Ilene Long, an individual representing Old Trail Community Group

**Project Title:**

Street Sign Toppers Project

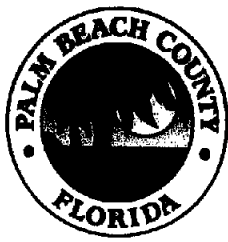
**Area Location:**

Project will be located throughout Old Trail Community situated off of Military Trail incorporation West Palm Beach.

**Project Description:**

*The "Street Sign Toppers" is a community project presented by Ilene Long, an individual representing Old Trail Community Group. The purpose of this project is to provide Street Toppers bearing the name of the community to be installed on top of the existing street signs in the Old Trail Community. The significance of the Street Toppers will demonstrate the resident's pride in making their neighborhood an enjoyable and safer place to live. The sign topper will also to define the boundaries of the Old Trail neighborhood.*

- **County funds requested:** \$ 2,500.00
- **Applicant's cash match:** \$ 0
- **Total Applicant's contribution:** \$ 3814.00
- **Total Project Cost:** \$ 6364.00



**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION  
RESIDENT EDUCATION TO ACTION PROGRAM (REAP)  
REQUEST FOR PAYMENT FORM**

Date \_\_\_\_\_

Project Name \_\_\_\_\_

Project Coordinator \_\_\_\_\_

Address \_\_\_\_\_

Reason for request \_\_\_\_\_

Amount being requested \$ \_\_\_\_\_

**Recipient of disbursed funds:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Attach **original** receipt(s) and/or invoice(s)

Deliver / Mail to:

LaToya Ricketts  
Palm Beach County Administration  
Office of Community Revitalization  
2300 North Jog Road  
West Palm Beach, FL 33411

For financial information regarding your Resident Education to Action Program (REAP) Grant project, please call Vicki White at 233-5026.

**RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the "Street Sign Toppers Project" project presented by Ilene Long, an individual representing Old Trail Community Group to improve the neighborhood which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
  
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

If under age 18:

Name of parent/legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/legal guardian: \_\_\_\_\_

**Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Project"**

**RISK MANAGEMENT  
INSURANCE VERIFICATION FORM**

Please review the attached Applications (s) and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: Ilene Long an individual representing Old Trail  
Community Group

INSURANCE NEEDED: YES  NO

COMMENTS:

Risk Management is agreeable to waiving the insurance requirement for Ilene Long an individual representing Old Trail Community. The "Street Sign Toppers" is a community project presented by Old Trail Community Group. The purpose of this project is to provide Street Toppers bearing the name of the community to be installed on top of the excising street signs in the Old Trail Community. The significance of the Street Toppers will demonstrate the resident's pride in making their neighborhood an enjoyable and safer place to live. The sign topper will also to define the boundaries of the Old Trail neighborhood.

  
SIGNATURE OF REVIEWER

Richard Cohen  
PRINT NAME

mqr  
TITLE OF REVIEWER  
PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
CASUALTY INSURANCE SECTION  
160 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33406

7/3/07  
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY AND  
THOMAS MCKISSACK AN INDIVIDUAL REPRESENTING TOWNHOUSE COURT  
ESTATES NEIGHBORHOOD FOR FUNDING OF THE UNIFORMED ADDRESS  
NUMBERS AND TRASH CANS PROJECT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Thomas McKissack an individual representing Townhouse Court Estates Neighborhood, hereinafter referred to as "AWARDEE".

**W I T N E S S E T H:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on March 13, 2007 to April 17, 2007; and

**WHEREAS**, the REAP provided organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, during the six (6) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of the "Uniformed Address Numbers and Trash Cans Project"; and

**WHEREAS**, County has selected AWARDEE's Uniformed Address Numbers and Trash Cans Project to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Four Thousand Dollars (\$4,000) to help offset expenses toward AWARDEE's implementation of its Uniformed Address Numbers and Trash Cans Project; and

**WHEREAS**, implementation of AWARDEE's Uniformed Address Numbers and Trash Cans Project serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed Four Thousand Dollars (\$4,000) to AWARDEE for reimbursement of costs related to the "Uniformed Address Numbers and Trash Cans Project" as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit A. AWARDEE

shall abide by any written instructions or conditions placed on the Project by the County."

3. County will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

4. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

5. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.

6. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.

7. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

8. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 7 above.

9. AWARDEE shall complete the Project within six (6) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before seven (7) months of execution of this Agreement by the parties hereto.

10. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. County shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by County's determination.

11. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

12. AWARDDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

14. It is understood and agreed that AWARDDEE is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, AWARDDEE shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

15. AWARDDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

16. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.



17. The County and AWARDEE may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

18. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AWARDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

20. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**As to the County:**

Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Manager  
2300 Jog Road  
West Palm Beach, Florida 33406

**As to AWARDEE:**

Thomas McKissack  
c/o Townhouse Court Estates Neighborhood  
1045 35<sup>th</sup> Street  
West Palm Beach, FL 33407

22. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

**IN WITNESS WHEREOF**, the undersigned parties have signed this Agreement on the date first above written.

**ATTEST:**


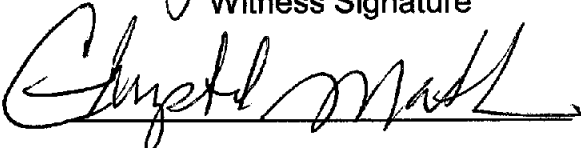
**SHARON R. BOCK, Clerk &  
Comptroller**

By: \_\_\_\_\_  
Deputy Clerk

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

By \_\_\_\_\_  
Addie L. Greene, Chairperson

**WITNESSES:**

  
\_\_\_\_\_  
Witness Signature  
  
\_\_\_\_\_  
Witness Signature

**AWAREDEE**

By: Thomas McKissack  
Thomas McKissack (printed name)  
Thomas McKissack  
Thomas McKissack (Signature)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Anne Helzlsouer  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: Houston L. Tate  
Houston L. Tate, Manager  
Office of Community Revitalization



**Exhibit "A"**

**Palm Beach County  
Office of Community Revitalization  
Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Program"**

**SCOPE OF WORK**

**Applicant Name:**

Thomas McKissack an individual representing Townhouse Court Estates

**Project Title:**

Uniformed Address Numbers and Trash Cans

**Area Location:**

Project will be located within Townhouse Court Estates located in the City of West Palm Beach.

**Project Description:**

*The "Address Numbers and Trash Cans Project"* is a community project presented by Thomas McKissack an individual representing Townhouse Court Estates. The purpose of this project is to provide area residents with Uniformed Address Numbers and Trash Cans, which will promote health and safety regulation and enhance uniformity and beautification to the neighborhood. Comprising Uniformed Address Numbers will combat major safety issue which will benefit the entire neighborhood for enhance accessibility and emergency services will be able to respond more quickly with visibility and accurateness. The purchase of trash cans will result in a display of unification and consistency within the community and will alleviate sanitation and health concerns.

- |                                   |             |
|-----------------------------------|-------------|
| • County funds requested:         | \$ 4,000.00 |
| • Applicant's cash match:         | \$ 900.00   |
| • Total Applicant's contribution: | \$ 2,470.00 |
| • Total Project Cost:             | \$ 6,436.50 |



PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION  
RESIDENT EDUCATION TO ACTION PROGRAM (REAP)  
REQUEST FOR PAYMENT FORM

Date \_\_\_\_\_

Project Name \_\_\_\_\_

Project Coordinator \_\_\_\_\_

Address \_\_\_\_\_

Reason for request \_\_\_\_\_

Amount being requested \$ \_\_\_\_\_

**Recipient of disbursed funds:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Attach **original** receipt(s) and/or invoice(s)

Deliver / Mail to:

LaToya Ricketts  
Palm Beach County Administration  
Office of Community Revitalization  
2300 North Jog Road  
West Palm Beach, FL 33411

For financial information regarding your Resident Education to Action Program (REAP) Grant project, please call Vicki White at 233-5026.

**RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the "Uniformed Address Numbers and Trash Cans" project presented by Thomas McKissack an individual representing Townhouse Court Estates Neighborhood to improve the neighborhood which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

If under age 18:

Name of parent/legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/legal guardian: \_\_\_\_\_

**Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Project"**

**RISK MANAGEMENT  
INSURANCE VERIFICATION FORM**

Please review the attached Applications (s) and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: Thomas McKissack an individual representing Townhouse Court Estate

INSURANCE NEEDED: YES  NO

COMMENTS:

Risk Management is agreeable to waiving the "insurance requirement" for Thomas McKissack an individual representing Townhouse Court Estate. This is a community project presented by Thomas McKissack an individual representing Townhouse Court Estates to acquire Address Numbers and Trash Cans. The purpose of this project is to provide area residents with Uniformed Address Numbers and Trash Cans, which will promote health and safety regulation and enhance uniformity and beautification to the neighborhood.

\_\_\_\_\_

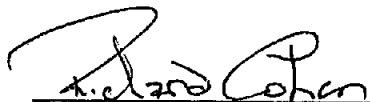
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
SIGNATURE OF REVIEWER

mqr  
TITLE OF REVIEWER  
PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
CASUALTY INSURANCE SECTION  
160 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33406

  
PRINT NAME

2/3/07  
DATE

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND HOMES AT LAWRENCE HOMEOWNERS ASSOCIATION, INC. FOR FUNDING  
OF THE COMMUNITY PARK ENHANCEMENT PROJECT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Homes At Lawrence Homeowners Association, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE", and whose Federal Tax I.D. # is 650035072.

**WITNESSETH:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on March 13, 2007 to April 17, 2007; and

**WHEREAS**, the REAP provided organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, during the six (6) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of installing picnic tables, matching barbeque grills and landscaping of the Homes At Lawrence Community Park entrance, the "Community Park Enhancement Project"; and

**WHEREAS**, County has selected AWARDEE's Community Park Enhancement Project to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Five Thousand Dollars (\$5,000) to help offset expenses toward AWARDEE's implementation of its Community Park Enhancement Project; and

**WHEREAS**, implementation of AWARDEE's Community Park Enhancement Project serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed Five Thousand Dollars (\$5,000) to AWARDEE for reimbursement of costs related to installing picnic tables, matching barbeque grills and landscaping of the park entrance, located on the north side of the property, the Community Park Enhancement Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the

"Project".

2. AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit A. AWARDEE shall abide by any written instructions or conditions placed on the Project by the County.

3. County will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDEE. Said information shall list each invoice paid by AWARDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

4. AWARDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

5. AWARDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.

6. AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.

7. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.

8. The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the County shall provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any County funds already collected by AWARDEE under this Agreement for the Project.

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration



of the thirty (30) day cure period provided for in Section 8 above.

10. AWARDEE shall complete the Project within six (6) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before seven (7) months of execution of this Agreement by the parties hereto.

11. In the event AWARDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by AWARDEE. County shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by County's determination.

12. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

13. AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that AWARDEE is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

16. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability unless granted in writing by County's Risk Management Department. AWARDEE agrees to endorse COUNTY as an Additional Insured with a

CG026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

17. AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

18. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

19. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

20. The County and AWARDEE may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

21. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

22. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AWARDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

23. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

24. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**As to the County:**

Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Manager  
2300 Jog Road  
West Palm Beach, Florida 33406

**As to AWARDEE:**

Homes At Lawrence Homeowners Association, Inc  
Aaron Augustus  
7395 Willow Springs Circle E,  
Boynton Beach, FL 33414

25. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

**IN WITNESS WHEREOF**, the undersigned parties have signed this Agreement on the date first above written.

**ATTEST:**

**SHARON R. BOCK, Clerk & Comptroller**

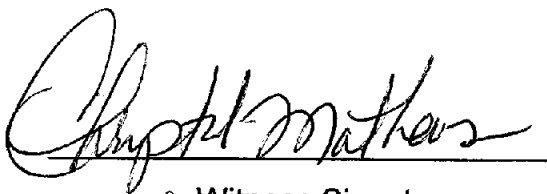
By: \_\_\_\_\_  
Deputy Clerk

**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By \_\_\_\_\_  
Addie L. Greene, Chairperson

**WITNESSES:**

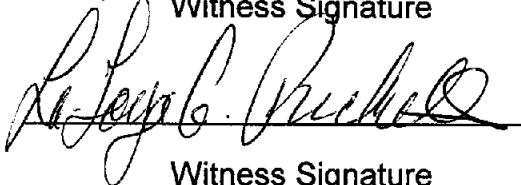
**HOMES AT LAWRENCE HOMEOWNERS ASSOCIATION, INC.**

  
\_\_\_\_\_

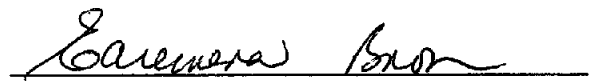
Witness Signature

By: EASEMERA Brown

Easemera Brown, President (printed name)

  
\_\_\_\_\_

Witness Signature

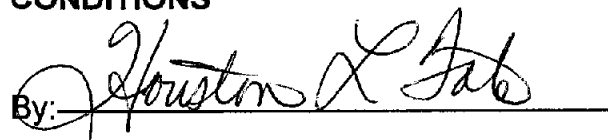
  
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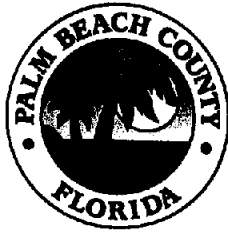
Easemera Brown, President (Signature)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: Anne Helzant  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By:   
Houston L. Tate, Manager  
Office of Community Revitalization



**EXHIBIT "A"**

**Palm Beach County  
Office of Community Revitalization  
Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Program"**

**SCOPE OF WORK**

**Applicant Name:**

Homes At Lawrence, HOA

**Project Title:**

Community Park Enhancement Project

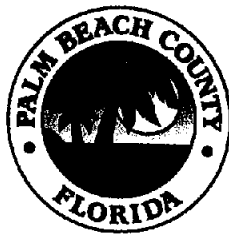
**Area Location:**

The project will be located in the Homes at Lawrence Community nearby Willow Springs Circle South.

**Project Description:**

The *Community Park Enhancement* project presented by Homes At Lawrence, HOA, will consist of installing picnic tables and matching barbeque grills. The park entrance will also be landscaped. This project will help to promote long-term community goals by enhancing the entire community.

- |                                   |              |
|-----------------------------------|--------------|
| • County funds requested:         | \$ 5,000.00  |
| • Applicant's cash match:         | \$ 4,357.63  |
| • Total Applicant's contribution: | \$ 5,577.63  |
| • Total Project Cost:             | \$ 10,496.25 |



**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION  
RESIDENT EDUCATION TO ACTION PROGRAM (REAP)  
REQUEST FOR PAYMENT FORM**

Date \_\_\_\_\_

Project Name \_\_\_\_\_

Project Coordinator \_\_\_\_\_

Address \_\_\_\_\_

Reason for request \_\_\_\_\_

Amount being requested \$ \_\_\_\_\_

**Recipient of disbursed funds:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Attach **original** receipt(s) and/or invoice(s)

Deliver / Mail to:

LaToya Ricketts  
Palm Beach County Administration  
Office of Community Revitalization  
2300 North Jog Road  
West Palm Beach, FL 33411

For financial information regarding your Resident Education to Action Program (REAP) Grant project, please call Vicki White at 233-5026.

**RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the "Community Park Enhancement Project" project presented by Homes At Lawrence, Home Owners Assoc., Inc. to improve the neighborhood which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

If under age 18:

Name of parent/legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/legal guardian: \_\_\_\_\_

**Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Project"**

**RISK MANAGEMENT  
INSURANCE VERIFICATION FORM**

Please review the attached Applications (s) and indicate if the project requires General Liability insurance and provide any additional comments as applicable.


Applicant: Homes At Lawrence, H.O.A


Insurance Needed: Yes  No

Comments:

Risk Management is not waiving the "insurance requirement" for Homes At Lawrence, H.O.A. The Community Park Enhancement project will consist of purchase and installation of picnic tables and matching barbecue grills. The park entrance will also be landscaped by planting four Palm trees. This project will help to promote long-term community goals by enhancing the entire community.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature of Reviewer

  
\_\_\_\_\_  
Print Name

Mgr  
Title of Reviewer

6/26/06  
Date

PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
CASUALTY INSURANCE SECTION  
160 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33406

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JL  
HOMESLA  
DATE (MM/DD/YYYY)  
03/30/07

**PRODUCER**  
FLORIDA CONSOLIDATED AGY, INC.  
D/B/A FIDELITY INSURANCE  
14145 U.S. Highway One  
Juno Beach FL 33408  
Phone: 561-775-7180 Fax: 561-775-7186

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
HOMES OF LAWRENCE HOA, INC.  
C/O CMC Management  
2994 Jog Rd.  
Greenacres FL 33467

**INSURERS AFFORDING COVERAGE**

INSURER A:	Scottsdale Ins Co	NAIC #
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PRODUCER LTR	INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CL91340275	03/06/07	03/06/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 CONDO ASSOC. \*30 days notice workers comp  
 Certificate Holder is Named as Additional Insured on the General Liability.

**CERTIFICATE HOLDER**  
  
 PBCOCOM  
 Palm Beach County Board of County Commissioners  
 2700 6th Ave South  
 Lake Worth FL 33461

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURED SHALL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE